

**BY-LAWS FOR
WILLIAMSPORT PROPERTY OWNERS
ASSOCIATION, INC.**

INDEX

ARTICLE I:	NAME AND LOCATION
ARTICLE II:	DEFINITIONS
ARTICLE III:	MEMBERSHIP AND VOTING RIGHTS
ARTICLE IV:	PURPOSES AND POWERS
ARTICLE V:	BOARD OF DIRECTORS
ARTICLE VI:	OFFICERS
ARTICLE VII:	FINANCES
ARTICLE VIII:	MAINTENANCE AND IMPROVEMENTS
ARTICLE IX:	LIABILITY AND INDEMNIFICATION
ARTICLE X:	ATTESTATION AND CERTIFICATION
ARTICLE XI:	AMENDMENTS
ARTICLE XII:	MISCELLANEOUS

Amended 3/25/07

ARTICLE I
NAME AND LOCATION

The name of the corporation is **Williamsport Property Owners Association, Inc.** (hereinafter referred to as the "Association"). Meetings of Members and Directors may be held at such places within the State of South Carolina as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

The following words and terms, when used in these By-laws or any amendments thereto (unless the context shall clearly indicate otherwise), shall have the following meanings:

- a. "Association" shall mean and refer to **Williamsport Property Owners Association, Inc.**, a South Carolina Nonprofit Corporation, its successors and assigns.
- b. "Board" shall mean the Board of Directors of the Association.
- c. "Common Properties" shall mean or refer to those areas of land with any improvements thereon that may be designated as common properties on plats filed for record in the Register of Deeds Office for Pickens County, South Carolina, or which may be deeded to the Association.
- d. "Covenants" shall mean and refer to the declaration of covenants and restrictions applicable to the Properties recorded in the real estate records in the Register of Deeds Office for Pickens County, South Carolina, in Deed Book 112, at Page 90, known as "The Revised Easements, Protective Covenants and Restrictions" for Williamsport No. I, Williamsport No. II and Williamsport Executive Air Park, and any supplements and amendments thereto.
- e. "Developer" shall mean and refer to **W. Terry Williams, a/k/a William Terry Williams, a/k/a Terry Williams, Williamsport, Inc., Williamsport I and Williamsport II, Inc.**, their heirs, successors and assigns.
- f. "Lot" shall mean and refer to any numbered residential parcel of land as shown upon a recorded plat (as defined below).
- g. "Member" shall mean and refer to those owners who are Members of the Association as provided in the Covenants.
- h. "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, partnerships or other legal entities, of the fee simple title to any Lot, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless or until such mortgagee has acquired title pursuant to foreclosure

proceedings or any proceedings in lieu of foreclosure, nor shall the term "Owner" mean or refer to any Lessee or Tenant of an Owner.

- i. "Plat(s)" shall mean the plats recorded in the Register of Deeds Office for Pickens County, which describe land subjected to the Covenants.
- j. "Properties" shall mean and refer to the property subjected to the Covenants.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Membership in the Association and voting rights shall be as set forth in the Covenants.

Section 2. Assessments. The rights of membership are subject to the payment of assessments levied by the Association, the obligation of which is imposed against each owner and becomes a lien upon the property against which such assessments are made.

Section 3. Suspension of Membership Rights. The membership rights of any person whose interest in the Properties is subject to assessments, whether or not he/she/it be personally obligated to pay such assessments, will be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his/her/its rights and privileges shall be automatically restored.

Section 4. Quorum. The presence at the meeting of Members, or of proxies, entitled to cast fifty-one percent of the total vote of the membership shall constitute a quorum for the transaction of regular business at meetings of the Association ("regular business" not to include amendments to the By-laws). Unless otherwise provided herein, a majority of the votes cast at such meeting shall be the vote required to adopt decisions. Any absent Member who does not execute and return the proxy form sent to him/her/it in the mailing referred to in Section 5 of this Article III shall be deemed to be present for the purposes of determining the presence of a quorum.

Section 5. Voting. Votes can be cast only at meetings of the Association convened in accordance with the By-laws, and in the absence of a valid proxy, an individual shall act in his own behalf, a corporation shall act by any officer, a partnership shall act by any general partner, an association shall act by any associate, a trust shall act by any trustee, and any other legal entity shall act by any managing agent. When a Member consists of two or more persons, any one of such persons shall be deemed authorized to act for all in taking any action on behalf of such Member unless another owner objects and in case of disagreement among co-owners as to the vote, the vote which such co-owners may be entitled to cast may not be voted.

Section 6. Proxies. Any member may, by written proxy, designate an agent to cast said Member's vote. Unless a proxy states otherwise, it shall be deemed to confer the authority to execute consents

and waivers and to exercise the right to examine the books and records of the Association. A proxy may be revocable or irrevocable but shall be deemed revocable at will unless it states otherwise. No proxy shall be honored until delivered to the Secretary of the Association. If at least seven (7) days prior to a duly called meeting, a member is informed by first-class U.S. mail (the notice period to begin running at the time the notice is placed in the mail receptacle) or hand delivery of (a) the time and place of the meeting, (b) the agenda for the meeting, and (c) such data as is then available relative to issues on which there will be a vote, and a proxy form is included in such mailing, and the Member neither attends the meeting nor returns an executed proxy, then such Member shall be deemed to have given his/her/its proxy to and for the majority present and voting.

Section 7. Consents. Any action which may be taken by a vote of the Members may also be taken by written consent to such action signed by all Members.

Section 8. Annual Meetings. The annual meeting of the Association shall be held on a date determined by the Association. Any business which is appropriate for action of the Members may be transacted at an annual meeting.

Section 9. Special Meetings. Special Meetings of the Association may be called at any time by the President of the Association or by a majority of the Board of Directors or upon the written request of a majority of the Members. Only such business as is stated in the notice of meeting shall be transacted at a special meeting.

Section 10. Notice of Meetings. Written notice of every annual or special meeting of the Association stating the time, date and place of the meeting and in the case of a special meeting, the business proposed to be transacted, shall be given to every Member not fewer than seven (7) nor more than forty-five (45) days in advance of the meeting. Notice may be given by first-class U.S. Mail (the notice period to begin running at the time the notice is placed in the mail receptacle) or by hand delivery.

Section 11. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting either before or after the meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by the member of notice of the time, date and place of meeting.

Section 12. Place of Meeting. All meetings of the Association shall be held at such convenient place as the Board of Directors may direct.

Section 13. Adjournment. Any meeting of the Association may be adjourned from time to time for a period not exceeding forty-eight (48) hours by vote of Members holding a majority of the vote represented at such meeting, regardless of whether a quorum is present.

Section 14. Order of Business. The order of business at all meetings of the Association may be as follows:

- a. Roll call;
- b. Proof of proper notice of the meeting or waiver of notice;
- c. Reading of the minutes of the preceding meeting (unless waived by majority of those present);
- d. Report of the Board of Directors;
- e. Reports of officers;
- f. Reports of committees (if applicable);
- g. Election of Directors (when required);
- h. Unfinished business; and,
- i. New business.

Section 15. Minutes of Meeting. The Secretary of the Association shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Association. The minutes shall be made available for examination and copying by a Member at any reasonable time.

ARTICLE IV **PURPOSES AND POWERS**

Section 1. Purpose The Association has been organized to provide a vehicle to assure, through assessments, that the Properties shall be maintained in an attractive, sightly condition and to provide certain other benefits for its Members as set forth in the Covenants. Specific obligations of the Association are to collect assessments for the maintenance of all Association and Common Properties and to provide benefits to the owners of all lots therein.

Section 2. Additions to Properties and Membership. Additions to the Properties shown on the Plats may be made as provided in the Covenants. Such additions, when properly made under the applicable Covenants, shall extend the jurisdiction, functions, duties and membership of the Association to such properties.

ARTICLE V **BOARD OF DIRECTORS**

Section 1. Form of Administration. The Association shall act by and through its Board of Directors.

Section 2. Authorities and Duties. The Board of Directors shall provide for the following:

- a. The maintenance, repair and replacement of the Common Properties and the designation and dismissal of the personnel necessary to accomplish same;
- b. The collection of assessments from the Members;

- c. The procuring and keeping of insurance on the Common Properties, if desired by the Members, and the adjustment (including the execution and delivery of releases of payment) of claims against such policies as are obtained;
- d. The enactment of reasonable rules and regulations governing the operation and use of the Common Properties, including any necessary "house rules" (it shall not be necessary to record regulations newly adopted or the repeal of existing regulations, but no Member shall be bound by any newly adopted regulation of any amendment or repeal of an existing regulation until a copy of the regulation has been delivered to him/her/it, or posted in a location in plain view of the Members);
- e. The enforcement of the terms of the Covenants, these By-laws, and any rules and regulations promulgated pursuant to the By-laws;
- f. The administration of the Association on behalf of and for the benefit of all Members; and,
- g. To fulfill the purposes and powers set forth in Article IV, of these By-laws.

Section 3. Qualification. Only an individual who is a Member or who together with another person or persons is a Member, or who is an officer of a corporation, a general partner of a partnership, an associate of an association, a trustee of a trust, or a managing agent of any other legal entity which is a Member or which together with another person or persons is a Member, may be elected and serve or continue to serve as a Director of the Association.

Section 4. Election and Term. At the meeting of Members at which the Owner/Developer relinquishes control of the Association to the Members, the Members shall elect at least three (3) and no more than five (5) Directors for a term of one (1) year. At each subsequent annual meeting, five (5) Directors shall be elected for two (2) year terms. After the two (2) year term, two (2) Directors shall be elected, replacing two Directors whose terms expire at the meeting. Three Directors shall remain on the Board three (3) years initially, and thereafter three (3) Directors will be elected in years alternate to the election of two (2) Directors. A majority of the votes cast shall be sufficient to elect a Director. A Director may be elected to succeed himself/herself/itself, and a Director shall be deemed to continue in office until his/her successor has been elected and has assumed office. * Amended 3/29/2007

Section 5. Removal. A Director may be removed from office with or without cause by a majority vote of the Members.

Section 6. Vacancies. Any vacancy on the Board of Directors shall be filled by appointment by the majority of the remaining Directors, and the new Director shall serve for the unexpired term of his/her/its predecessor. In the event a majority is unable to agree as to the appointment of a new Director and the vacancy remains unfilled at the time of the annual meeting the vacancy shall be filled by a vote of the Members.

Section 7. Voting. Each Director shall have one vote on all matters acted upon by the Board of Directors. The affirmative vote of a majority of Directors on the Board shall be sufficient for any action unless otherwise specified in these By-laws.

Section 8. Quorum. All Directors shall constitute a quorum for the transaction of business of the Board.

Section 9. Consents. Any action which may be taken by a vote of the Board of Directors may also be taken by written consent to such action signed by all Directors.

Section 10. Annual Meetings. An annual meeting of the Board of Directors shall be held during each fiscal year within thirty days preceding the annual meeting of the Association. Any business which is appropriate for action of the Board of Directors may be transacted at an annual meeting, including, but not limited to:

- a) Approval of a budget for the fiscal year;
- b) Determination of the Annual Assessment and the date upon which it is due and payable;
- c) Determination of the date of the next annual meeting;
- d) The election of officers of the Association.

Section 11. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times, dates and places as the Board of Directors may determine from time to time. Any business which is appropriate for action by the Board of Directors may be transacted at a regular meeting. Regular meetings shall not be held less frequently than quarterly.

Section 12. Special Meetings. Special meetings of the Board of Directors may be called from time to time by the President of the Association or upon written request of at least two of the Directors. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Directors waive notice of any additional business.

Section 13. Notice of Meetings. Written notice of every meeting of the Board of Directors stating the time, date and place of the meeting and, in the case of a special meeting, the business proposed to be transacted, shall be given to every Director not fewer than seven (7) nor more than forty-five (45) days in advance of the meeting. Notice may be given by first class U.S. Mail (the notice period to begin running at the time the notice is placed in the mail receptacle) or by hand delivery.

Section 14. Waiver of Notice. Waiver of notice of a meeting of the Board of Directors shall be deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any meeting of the Board of Directors either before or after the meeting. Attendance at a meeting by a Director shall be deemed a waiver by the Director of notice of the time, date and place of the meeting.

Section 15. Place of Meeting. All meetings of the Board of Directors shall be held at such convenient place as the Board may select. Meetings may be conducted by telephone if all Directors consent.

Section 16. Minutes of meetings. The Secretary of the Association shall prepare and keep, or cause

to be prepared and kept, accurate minutes of every meeting of the Board of Directors. All minutes shall be made available for examination and copying by any Member at any reasonable time.

Section 17. Compensation. The Directors may receive no compensation but shall be entitled to reimbursement by the Association for expenses incurred in the conduct of their duties.

ARTICLE VI **OFFICERS**

Section 1. Designation. The Association shall have a President, a Vice President, a Secretary and a Treasurer. The offices of Secretary and Treasurer may be filled by the same individual and the combined office referred to as Secretary-Treasurer. The officers shall have the authority, powers, duties and responsibilities provided by these By-Laws, or to the extent not so provided, by the Board of Directors.

Section 2. Qualifications. Only Directors may be elected and serve as officers.

Section 3. Election and Term. At the meeting of the Members at which the Owner/Developer relinquishes control of the Association to the Members, the Directors elected at said meeting shall elect Officers of the Association. All Officers shall serve until their successors have been elected and assumed office unless sooner removed as hereinafter provided. An Officer may be re-elected to any number of terms.

Section 4. Removal. Any Officer may be removed from office at any time with or without cause by a majority vote of the Board of Directors.

Section 5. President. The President shall preside at all meetings of the Association and of the Board of Directors, and shall have all of the general powers and duties which are usually vested in a corporate president, including but not limited to, the power to appoint committees from among Members from time to time as the President may in his/her discretion deems appropriate to assist in the conduct of the affairs of the Association.

Section 6. Vice President. The Vice President shall take the place and perform the duties of the President whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board of Directors.

Section 7. Secretary. The Secretary shall prepare and keep, or cause to be prepared and kept, the minutes of all meetings of the Members and of the Board of Directors, and shall have charge of such books and papers as the Board of Directors may direct.

Section 8. Treasurer. The Treasurer shall have custody of and responsibility for Association funds and securities and shall keep the financial records and books of account belonging to the Association.

Section 9. Compensation. No Officers may receive compensation but shall be entitled to reimbursement by the Association for expenses incurred in the conduct of their duties.

ARTICLE VII FINANCES

Section 1. Fiscal Year. The fiscal year of the Association shall be determined by the Association.

Section 2. Budget. The Board of Directors shall prepare and submit, or cause to be prepared and submitted, to the Members at their annual meeting a proposed budget for the Association for the fiscal year. The budget shall set forth with particularity the anticipated common expenses for the fiscal year and the amount of money needed to establish reasonable reserves for the payment of common expenses and contingencies.

Section 3. Approval of Budget. The proposed budget, as it may be amended upon motion by any Member, shall be submitted to a vote of the Members and when approved shall become the budget of the Association for the fiscal year. The terms of the Budget shall be binding upon the Board of Directors unless and until such terms are amended by action of the Members.

Section 4. Annual Assessments. The funds required by the Budget shall be collected from the Members in annual assessments, and the annual assessments shall be payable as and when determined by the Association.

Section 5. Special Assessments. The funds required from time to time to pay any common expenses which are not covered by the Budget but which are approved by the Members shall be collected from all Members by the Board of Directors in such installments (special assessments) as the Members shall determine.

Section 6. Collection. Members shall be personally liable for all assessments and shall pay the same promptly when due. The Board of Directors shall take prompt action to collect by suit, foreclosure or other lawful method any overdue assessment. If any overdue assessment is collected by an attorney or by action at law, the Member owing the same shall be required to pay all reasonable costs of collection, including attorney's fees.

Section 7. Accounts. After the Owner/Developer divests itself of control and authority for the operation of the Association, the Board of Directors shall maintain on behalf of the Association a checking account with a federally chartered bank having an office in South Carolina. The Board of Directors may also maintain on behalf of the Association an interest-bearing savings account with a federally chartered bank or savings and loan association. All funds of the Association shall be promptly deposited in one of said accounts, except that the Board of Directors may maintain a petty cash fund of not more than fifty (\$50.00) Dollars for payment of minor current expenses of the Association. The books and records relating to any account of the Association shall be made available for examination and copying by any Member at any reasonable time.

Section 8. Payments. The Board of Directors shall provide for payment of all debts of the Association from the funds collected from the Association. Expenditures specifically approved in the budget may be paid without further approval unless the Board of Directors shall otherwise determine. All other expenditures which are in excess of fifty (\$50.00) Dollars shall be reviewed and approved by the President or the Board of Directors before payment is made. All checks and requests for withdrawals drawn upon any account of the Association shall be signed by the President or the Treasurer or by any Officer of the Association designated by the Board of Directors.

ARTICLE VIII MAINTENANCE AND IMPROVEMENTS

Section 1. Insurance. Insurance policies upon the common properties covering the items described below may be purchased by the Board of the Association for the benefit of the Association and the Members and any mortgagees, as their interests may appear. Provision shall be made for the issuance of certificates of insurance. Such policies and endorsements shall be deposited with and held by the Secretary of the Board.

Section 2. Coverage. Insurance may cover the following when available:

- a. Public liability in a minimum sum that the Board of Directors may from time to time determine to be desirable which insurance shall also cover the Board of Directors;
- b. Workmen's compensation (if required); and
- c. Such other insurance as the Board of Directors may from time to time determine to be desirable.

Section 3. Premiums and Deductibles. Premiums upon insurance policies and that portion of any covered loss not compensated for because of the Loss Deductible Clause of the policy shall be paid by the Association as a common expense, and charged to Members as a portion of annual assessments.

Section 4. Proceeds. The proceeds received by the Association from any indemnity paid under a hazard insurance policy shall be held by the Board of Directors. After deduction of all reasonable expenses of the Board in administering such proceeds, the net proceeds shall be used to repair the damages for which claim was made under the policy.

ARTICLE IX LIABILITY AND INDEMNIFICATION

Section 1. Liability of the Association. No Member shall be liable for a greater fraction of a debt or liability of the Association than represented by the assessments payable by such Member. All business correspondence of the Association and all contracts executed by the Association shall contain the following statement:

“Williamsport Property Owners Association, Inc. is a nonprofit Corporation established pursuant to the laws of the State of South Carolina. No Member thereof shall be liable for a greater fraction of a debt or liability of the Association than represented by the assessments payable by the Member.”

Section 2. Liability of Directors and Officers. No Director or Officer of the Association shall be liable to any Member for any decision, action, or omission made or performed by such Director or Officer in the course of his/her duties unless such Director or Officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Covenants or these By-Laws.

Section 3. Indemnification of Directors and Officers. The Association shall indemnify and defend each Director and Officer of the Association from any liability claimed or imposed against him/her by reason of his/her position or decision, action or omission as a Director or an Officer of the Association if all of the following conditions are satisfied:

- a. Such Director or Officer is not required to bear such liability by the terms of the Covenants, the laws of South Carolina or these By-Laws;
- b. Such Director or Officer gives the Association adequate notice of the claim or imposition of liability to permit the Association reasonable opportunity to defend against the same; and
- c. Such Director or Officer cooperates with the Association in defending against the claim.

The expense of indemnifying a Director or an Officer shall be a common expense and shall be borne by all the Members, including such Director or Officer, equally.

ARTICLE X ATTESTATION AND CERTIFICATION

Section 1. Attestation of Documents. The presence of the signature of the Secretary of the Association on any contract, conveyance, or any other document executed on behalf of the Association by another Officer of the Association, shall attest:

- a. That the Officer of the Association executing the document does in fact occupy the official position indicated, that one in such position is duly authorized to execute the document on behalf of the Association, and that the signature of the Officer subscribed on the document is genuine; and
- b. That the execution of the document on behalf of the Association has been duly authorized.

Section 2. Certification of Documents. When any document relating to the Properties or the Association is certified as authentic by the Secretary of the Association, a third party without knowledge or reason to know to the contrary may rely on such document as being what it purports to be.

Section 3. Certification of Actions and Facts. When there is executed by the Secretary a written statement setting forth (a) actions taken by the Association or by the Board of Directors, or (b) facts relating to the Properties or the Association as determined by the Board of Directors, a third party without knowledge or reason to know to the contrary may rely on such statement as factually true and correct.

ARTICLE XI **AMENDMENTS**

These By-Laws may be amended or repealed and new By-Laws adopted by a vote of two-thirds (2/3) of the Members pursuant to the Covenants, except that any matter stated herein which is in fact governed by the Covenants, may not be amended except as provided in the Covenants.

ARTICLE XII **MISCELLANEOUS**

Section 1. Record of Ownership. Any person who acquires title to a Lot (unless merely as security for a debt) shall promptly inform the Board of Directors of his/her identity and the date upon and the manner in which title was acquired. The Board of Directors shall maintain a record of the names and addresses of all Members and of the dates upon which they acquired title to their Lots. Such notices shall be furnished to the Directors at the Registered Office as represented in the Articles of Incorporation, or any amendment thereto.

Section 2. Waiver. No provision of the By-Laws or the regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 3. Conflicts. In the event of any conflict between the By-Laws and the Covenants, the Covenants shall control.

Section 4. Severability. The provisions of the By-Laws are severable, and the invalidity of one or more provisions shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 5. Captions. Captions are inserted only as a matter of convenience and for reference and

in no way define, limit or describe the scope of the By-Laws or the intent of any provision.

Section 6. Gender and Number. All pronouns shall be deemed to include the masculine, the feminine and the neuter, and the singular shall include the plural, and vice versa, whenever the context requires or permits.